



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

February 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT
ATTORNEY AND THE RICHSTONE FAMILY CENTER (RICHSTONE) FOR
PROJECT STOP
(2nd DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Los Angeles County District Attorney to sign the enclosed Agreement with Richstone to continue Project STOP prosecution services for the tenth year. The total program costs are \$189,342 for the grant period of July 1, 2004 through June 30, 2005. Richstone has awarded \$79,140 in funding with a required cash match of \$5,222 to partially offset program costs. The District Attorney's Office will fund the required match, and the \$104,980 remaining balance of program costs.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the Project Stop program and to approve any revisions to the Agreement that do not affect the net County cost of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Project STOP (Suppression Tactics & Opportunities for Prevention) represents the critically-needed bridge between the communities of Lennox, Hawthorne, and Lawndale. It is a collaborative community partnership, which brings combined public and private agency expertise, experience, and resources to significantly impact long-standing, violent crime-related problems.

Approval of this Agreement will allow the District Attorney's Office to continue providing the services of one deputy district attorney (DDA) for vertical prosecution of juvenile and adult gang cases.

Board authorization is required to enter into the Agreement, which has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

Acceptance of this funding supports the County's Strategic Plan Goal No. 4, Fiscal Responsibility, by securing an available revenue source at the local level, as well as Goal No. 5, Children and Families' Well-being, in the area of safety and survival. This program also directly supports the District Attorney's core mission to vigorously prosecute felony crime throughout the County.

FISCAL IMPACT/FINANCING

The total cost of this program for FY 2004-05 is \$189,342, which includes a required cash match of \$5,222. Richstone will fund \$79,140 to partially offset Project STOP program costs with the District Attorney's Office absorbing the cash match and remaining costs. Funding for this program has been included in the department's FY 2004-05 budget.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant-budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1995, the Lennox Gang Violence Suppression Council has received a Multi-Component Gang Violence Suppression Grant from the State of California (State) Office of Criminal Justice Planning (OCJP), and formed a consortium of community agencies under Richstone's leadership. Other participating agencies include the Lennox School District, and the Sheriff and Probation Departments. The Program's primary mission is to empower the Lennox community to suppress gang crime and violence, and prevent future gang membership.

The District Attorney's Office will provide one specially-trained DDA from the Hardcore Gang Division to provide identification of juveniles susceptible to drug and gang activities; collaborative examination of specific community problems in the Lennox, Hawthorne, and Lawndale areas; civil abatement to suppress gang activity; and specialized prosecution of gang crimes in targeted areas.

In fiscal year 2003-04, sixteen (16) gang cases were referred for prosecution. This was twenty percent (20%) less than the projected number of twenty (20). There were also twenty (20) gang-related cases prosecuted which was four and eight tenths percent (4.8%) less than the projected twenty-one (21). The number of search warrants reviewed with a law enforcement component exceeded the projected number of one (1) by eleven hundred percent (1,100%) for a total of twelve (12).

Due to program parameters, the STOP prosecutor vertically prosecutes only those crimes that are serious, or violent gang crimes. As a result, the STOP prosecutor does not prosecute all gang cases filed, but is available to other deputy district attorneys and law enforcement officers for questions regarding those cases.

Notification of this award was delayed due in part to the State budget situation, and the transfer of this grant program from OCJP, to the State Office of Emergency Services. However, operations have been in place since July 1, 2004 with no disruption in services provided to Richstone.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Project STOP does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998 requiring clearance with the Alternate Public Defender, Public Defender, Probation, and Sheriff's Departments.

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CONCLUSION

Board approval of this request will support continuing efforts of gang violence suppression in Los Angeles County.

Following Board action on this matter, the Executive Officer/Clerk of the Board of Supervisors is requested to return three (3) copies of the adopted Board letter and Agreement to Emily Aidells, Contracts and Grants Unit, Los Angeles County District Attorney, 201 North Figueroa Street, Suite 1300, Los Angeles, California, 90012. Any questions may be directed to Ms. Aidells at (213) 202-7674.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Cooley", with a large, stylized circular flourish at the end.

STEVE COOLEY
District Attorney

mb

Enclosure

c: Chief Administrative Officer
County Counsel

**AGREEMENT BETWEEN THE RICHSTONE FAMILY CENTER AND
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
FOR PROJECT STOP**

1. INTRODUCTION

This Agreement is entered into by and between the Richstone Family Center (hereinafter referred to as "Richstone") and the Los Angeles County District Attorney's Office (hereinafter referred to as "District Attorney").

2. PURPOSE

Since 1995, the Lennox Gang Violence Suppression Council has received a Multi-Component Gang Violence Suppression grant from the California State of Office of Criminal Justice Planning and formed a consortium of community agencies under the lead of the Richstone Family Center. Other participating agencies are the District Attorney, Sheriff and Probation Departments, and the Lennox School District. The Program's primary mission is to empower the Lennox community to suppress gang crime and violence and prevent future gang membership. Effective January 1, 2004, administration of this grant was transferred to the Office of Emergency Services (OES).

Project STOP (Suppression Tactics & Opportunities for Prevention) represents the critically-needed bridge between the communities of Lennox, Hawthorne, and Lawndale. It is a collaborative community partnership which brings combined public and private agency expertise, experience, and resources to significantly impact long-standing, violent crime-related problems. This multi-component Program is now entering its tenth year of funding.

The purpose of this Agreement is to accept tenth year continuing funding from Richstone Family Center in the amount of \$79,140, with a required cash match of \$5,222 to be funded by the District Attorney's Office for maintaining one Deputy District Attorney (DDA) assigned to Project STOP for the period July 1, 2004 to June 30, 2005. The DDA will provide vertical prosecution for the prevention and suppression of gang violence within the Lennox area of Los Angeles County.

3. TERMS

This agreement shall be in effect from July 1, 2004 through June 30, 2005.

4. DISTRICT ATTORNEY RESPONSIBILITIES

The District Attorney has sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and to give objective and impartial consideration to each individual case, including options relating to

pleas and sentencing. The prosecutor assigned to Project STOP in Lennox will appropriately and independently furnish prosecutorial legal services for juvenile and adult gang cases, in accordance with rules of ethics and professional responsibility governing the actions of prosecuting attorneys.

A. PROJECT STOP PROSECUTOR

The District Attorney will provide one Lennox-based Hardcore Gang Deputy District Attorney (STOP Prosecutor) who will:

- Achieve true vertical prosecution;
- Continue to avoid using pretrial release and reduce plea bargaining;
- Seek increased conviction and sustained petition rates for violent gang offenders;
- Seek appropriate sentences or commitments in cases prosecuted;
- Carry a reduced caseload;
- Work cooperatively with law enforcement agencies to enhance/increase prosecutor abilities to prosecute violations of the Street Terrorism Enforcement and Prevention Act (STEP) Section (P.C.182.22);
- Enhance coordination among agencies involved in the suppression of gang violence through participation in the Executive Council, Operations Committee, Multi-agency Operations Team (MAOT), and regular contact with community organizations;
- Increase coordination with local law enforcement agencies to protect cooperating witnesses from intimidation and retribution;
- Use injunctive relief to stop and/or limit gang activity in the Lennox area.
- Assist the STOP Executive Council to identify, track, and report existing/evolving patterns of gang-related crimes in the greater Lennox community; and,
- Actively participate in SARB-Student Attendance Review Board(s).

B. ADDITIONAL RESPONSIBILITIES

The Los Angeles County District Attorney's Office will also:

- Assign Executive Level staff to attend quarterly meetings of the Executive Council which is responsible for policy and fiscal decisions;
- Assign grant personnel and their supervisors in the ten (10) monthly Operations Committee meetings.
- Continue the MAOT whose function is to provide case management and assure effective teamwork among the partner agencies.
- Provide all data and narrative information to the Richstone Family Center as required for reporting and programmatic audit compliance.

- Submit source documentation and support data for required quarterly progress reports to insure that services are provided in compliance with the contract.

5. RICHSTONE RESPONSIBILITIES

Richstone Family Center agrees to:

- Provide support to document and track all project activities and assure grant compliance in collaboration with all project partners.
- Act as fiscal agent, in charge of providing sub-contracts for the program.
- Facilitate the Executive council and the Operations Committee meetings and will be responsible to generate the minutes of those meetings.

6. MUTUAL RESPONSIBILITIES

Both District Attorney and Richstone agree to the following:

- We will assign Executive Level staff to attend quarterly meetings of the Executive Council, which is responsible for policy and fiscal decisions.
- We agree to fully staff the project to assure that objectives will be met.
- We will assign grant personnel and their supervisors to participate in the ten (10) monthly Operations Committee meetings. We understand that the Operations Committee will meet to provide a coordinated and collaborative means of carrying out all of the specific objectives and activities as fully detailed in the attached proposal, and will make recommendations to the Executive Council. In order to further support the overall effort, our staff will continue the Multi-Agency Support Team, whose function is to provide case management and assure effective teamwork among the partner agencies.

7. COMPENSATION AND METHOD OF PAYMENT

The term of this agreement is from July 1, 2004 through June 30, 2005. This agreement is not to exceed the sum of \$79,140. This sum is to be used only for the following expenses:

Deputy District Attorney/STOP Prosecutor (1 FTE)	\$56,625
Fringe Benefits	<u>\$22,515</u>
TOTAL	\$79,140

There is a required cash match of \$5,222 which will be funded by the District Attorney's Office.

The District Attorney is responsible for submitting quarterly billings to the Richstone Family Center. Billings will include itemization of all actual charges allowable per the agreement. Support data will be provided as required by controller/audit.

Richstone will pay quarterly invoices within 60 days of receiving all requested documentation. Payment is dependent upon satisfactory delivery of services according to the contract. Five percent of total payments will be withheld pending satisfactory completion of all terms and conditions of the contract.

It is understood that any amendment to the terms of the agreement requires the approval of the District Attorney and the Project STOP Executive Council.

8. TERMINATION

This Agreement may be terminated by either party upon 30 days written notice. All costs incurred by the District Attorney up to the date of termination shall be reimbursed by Richstone.

9. INSURANCE

The County of Los Angeles District Attorney is self-insured for auto, general and errors and omission liability, and workers compensation coverages. This coverage is warranted to meet the requirements outlined in the above subject agreement.

Employees who perform duties for the County of Los Angeles are covered for liability, except as such liability arises from actions which are fraudulent, criminal, or outside the scope of their assignments and authority. Employees are not indemnified for punitive damages.

It is expressly understood and agreed to by both parties hereto that the District Attorney, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of Richstone.

All contractors paid with OES funds must comply with the provisions of the Government Code outlined in section 8355, Drug-Free Workplace Certification Requirements. The contractors must notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances.

Agreement made and entered into this _____ day of _____,
2005 by:

RICHSTONE FAMILY CENTER

Rolando A. Ramirez

LOS ANGELES COUNTY
DISTRICT ATTORNEY'S OFFICE

S.L. Cooley
STEVE COOLEY, District Attorney

APPROVED AS TO FORM
BY COUNTY COUNSEL:

By Kane Brown
Deputy